

ORDINANCE NO. 15B
ORDINANCE ESTABLISHING THE COLORADO
RIVER RESIDENTIAL MANAGEMENT CORPORATION
(The Colorado River Indian Tribal Designated Housing Entity)

Be it enacted by the Tribal Council of the Colorado River Indian Tribes (hereinafter the Tribal Council):

Pursuant to the authority vested in the Colorado River Indian Tribes (hereinafter the Tribes) by their Constitution, as set forth more particularly in Article VI, Sections 1(q) and 1(v), thereof, and the Tribes' inherent authority as a sovereign nation to provide for the health, safety, morals and welfare of their people, the Tribal Council hereby charts a public corporation known as The Colorado River Residential Management Corporation (hereinafter the Colorado River Indian Tribal Designated Housing Entity "CRITDHE"), and enacts this Ordinance which shall constitute the CRITDHE charter and establish its purposes, powers and duties.

The Tribal Council hereby repeals Ordinance 15, and repeals in part and amends in part Ordinance 15(A), establishing the Colorado River Indian Housing Authority (hereinafter "CRIHA"), and transfers all legal authority not specifically reserved to CRIHA under Ordinance 15(A), as amended, to the CRITDHE. This Ordinance shall be controlling as to all future duties and obligations of the CRIHA and other designated housing programs placed under the direction of the CRITDHE.

In any suit action or proceeding involving the validity or enforcement of or relating to any of its contracts, the CRITDHE shall be conclusively deemed to have become established and authorized to transact business and exercise its power upon proof of the adoption of this Ordinance. A copy of the Ordinance duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action or proceeding.

ARTICLE I
DECLARATION OF NEED

It is hereby declared:

1. That there exists within the area of the jurisdiction of this Tribal Council unsanitary, unsafe and overcrowded dwelling accommodations; that there is a shortage of decent, safe and sanitary dwelling accommodations available at rents or prices which persons of low income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe and overcrowded dwelling accommodations;
2. That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public

services and facilities;

3. That the shortage of decent, safe and sanitary dwellings for persons of the Colorado River Indian Tribes or its residents cannot be relieved through the operation of private enterprise; that the providing of decent, safe and sanitary dwelling accommodations for persons of low income, or other determined needy persons, public uses and purposes for which money may be spent and private property acquired and are governmental functions of concern to this Tribal Council;

4. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this Ordinance to aid the production of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and

5. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

[As amended, on June 30, 2000, by Ordinance 15B.]

ARTICLE II PURPOSES

The CRITDHE shall be organized and operated for the purposes of:

1. Remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals;
2. Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income, moderate income and higher income levels as might be determined essential to CRITDHE and its service areas.
3. Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation to tribal housing.

ARTICLE III DEFINITIONS

The following terms, wherever used or referred to in this Ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

1. "Area of Operation" means all areas within the jurisdiction of this Tribal Council.
2. "Board" means the Board of Commissioners of the CRITDHE.

3. "Council" means the Colorado River Indian Tribal Council.
4. "Federal Government" includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.
5. "Homebuyer" means a person(s) who has executed a lease-purchase agreement with the CRITDHE and who has not yet achieved homeownership or desires to upgrade their housing needs.
6. "Residential Advisory Committee " means the Committee appointed by the Tribal Council as advisors for management and maintenance of the 1937 housing units.
7. (a) "Housing Project" or "Project" means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental; sale of individual units in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements; loans or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for persons of low income. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare, or other purposes.

(b) The term "Housing Project" or "Project" also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.
8. "Obligations" means any notes, bonds interim certificates, debentures, or other forms of obligation issued by the CRITDHE pursuant to this Ordinance.
9. "Obligee" includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor transferring to the CRITDHE property used in connection with a project, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal Government when it is a party to any contract with the CRITDHE in respect to a housing project.
10. "Persons of Low Income" means persons or families who cannot afford to pay enough to cause private enterprise in their locality to build an adequate supply of decent, safe, and sanitary dwellings for their use.
11. "Persons of Moderate Income" means persons or families whose housing needs cannot be reasonably met without assistance and the CRITDHE and that the CRITDHE determines that the

presence of the family/individual on CRIT land is essential to the well being of Indian families.

12. "Persons of High Income" persons or families whose housing needs cannot be reasonably met without assistance from the CRITDHE and whose median income falls within 80% to 100% of the national income levels as provided by the appropriate federal agency.

[As amended, on June 30, 2002, by Ordinance 15B.]

ARTICLE IV CRITDHE BOARD

(1) The general affairs of the CRITDHE shall be overseen by a five (5) member Board but management of the CRITDHE is delegated to the Executive Director and such other corporate officers, agents and/or employees recruited for this purpose.

(2) The CRITDHE shall be governed by a Board comprised of those persons holding the office of committee and board chairperson of the Revolving Credit Committee, the Residents Initiative Organization Team, one Tribal Council liaison and two (2) member as a community at large.

(3) All Board members shall be members of the Tribes.

(4) a. No person shall be barred from serving on the Board because he is a tenant or homebuyer in a housing project of the CRITDHE. Such Board member shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants or homebuyers, even though such matters affect him as well. However, no such Commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his capacity as a tenant or homebuyer), or to be counted or treated as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or homebuyer.

b. The two (2) Tribal Council appointments shall be for two years. The remaining Board members shall serve on the Board in a manner consistent with the interests, policies and procedures of the affected housing programs he represents.

c. The Board shall designate a Chairman from among the Board members. The Board shall elect from among its members a Vice-Chairman, a Secretary, and a Treasurer, and any member may hold two of these positions. In the absence of the Chairman, the Vice-Chairman shall preside; and in the absence of both the Chairman and Vice-Chairman, the Secretary shall preside.

d. The presence of three (3) Board members (notwithstanding any vacancies) shall constitute a full Board and a legal quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority of such full board.

e. The Board members shall not receive compensation for their service but shall be

entitled to compensation for expenses, including travel and mileage expenses incurred in the discharge of their duties.

f. The Board Secretary shall be responsible for seeing that complete and accurate records are kept of all meetings and actions taken by the Board.

g. The Board shall submit the following reports to Tribal Council for its review: monthly and quarterly financial statements, all prepared in accordance with Generally Accepted Accounting Principles. Minutes of all Board meetings shall be furnished to Tribal Council in a timely manner. Notice and reports of any violations or unusual occurrences concerning the requirements of this Ordinance and any other applicable law or regulation shall be presented within three calendar days after such notice or report is made available to the CRITDHE.

h. Each Board member shall serve his full term unless he resigns or is recommended for removal by the CRITDHE Board or other recognized appointing power for good cause. Good cause for removal as a Board member includes repeated and unexcused absences, neglect of duty and for misconduct in office. Hearings under this provision shall be conducted with all the legal requisites of administrative due process. The Board shall fill any vacancy when it occurs or as soon as is practicable, thereafter. Any person appointed as a Board member to fill such vacancy shall serve for the duration of the unexpired term of his predecessor. In the event of removal of any Board member, a record of the proceedings, together with the charges and findings thereon, shall be filed with that members appointing authority and a copy thereof sent to the Tribal Council.

5. Meetings of the Board shall be held at regular intervals in a manner consistent with the Boards' bylaws.

(As amended, on June 30, 2002, by Ordinance 15B; on May 16, 2009, by Ordinance 08-01; and on February 14, 2011, by Ordinance 11-01.)

ARTICLE V POWERS

1. The CRITDHE shall have perpetual succession in its corporate name.

2. The Council hereby gives its irrevocable consent to allowing the CRITDHE to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this Ordinance and hereby authorizes the CRITDHE to agree by contract to waive any immunity from suit which it might otherwise have; but the Tribes shall not be liable for the debts or obligations of the CRITDHE.

3. The CRITDHE shall have the following powers, which it may exercise consistent with the purposes for which it is established:

- (a) To adopt and use a corporate seal.
- (b) To enter into agreements, contracts and understandings with any governmental agency, Federal, state, local or tribal government (including the Tribal Council) or with any person, partnership, corporation; and to agree to any conditions attached to Federal assistance.
- (c) To agree, notwithstanding anything to the contrary contained in this Ordinance or in any other provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development or operation of projects. The CRITDHE may include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractor comply with requirements as to minimum salaries or wages and maximum hours of labor, comply with any conditions which the Federal government may have attached to its financial aid to the project.
- (d) To obligate itself, in any contract with the Federal government for annual contributions to the CRITDHE.
- (e) To lease property from the Tribes and others for such periods as are authorized by law, and to hold and manage or to sublease the same.
- (f) To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay same. Obligations shall be issued and repaid in accordance with the provisions of Article VI of this Ordinance.
- (g) To pledge the assets and receipts of the CRITDHE as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.
- (h) To purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law.
- (i) To undertake and carry out studies and analysis of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvements, extension, alteration or repair of any project or any part thereof.
- (j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperative or condominium units): to lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants or homebuyers; including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this Ordinance. However, otherwise eligible homebuyers who are not enrolled members of the Colorado River Indian Tribes may only be granted a non-transferable life-estate.

(k) To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Native American Housing Assistance Self Determination Act (NAHASDA), or other applicable funding source be it state, county, private, federal or tribal.

(l) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer.

(m) To establish income limits for admission that insure dwelling accommodations in a housing project shall be made available to eligible persons as determined under Article III, Section 10, 11, and 12.

(n) To purchase insurance from any stock or mutual company for any property or against any risk or hazards.

(o) To invest such funds as are not required for immediate disbursement.

(p) To establish and maintain such bank accounts as may be necessary or convenient.

(q) To employ an executive director, technical and maintenance personnel and such other officers and employees, permanent or temporary, as the CRITDHE may require; and to delegate to such officers and employees those powers or duties needed to complete their job responsibilities

(r) To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the CRITDHE.

(s) To adopt such bylaws as the Board deems necessary and appropriate.

(t) To receive, coordinate and direct the administration of NAHASDA funds to be distributed to affected Tribal housing needs through the development and/or submission of housing plans as required by NAHASDA on behalf of CRIT.

(v) To evaluate programmatic structure within the Colorado River Indian Tribes' Indian Housing Plan (IHP) and to ensure compliance with NAHASDA regulations.

4. It is the purpose and intent of this Ordinance to authorize the CRITDHE to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the CRITDHE.

5. No Ordinance or other enactment of the Tribes with respect to the acquisition, operation, or disposition of Tribal property shall be applicable to the CRITDHE in its operations pursuant to

this Ordinance.

[As amended, on June 30, 2002, by Ordinance 15B and December 18, 2002.]

ARTICLE VI OBLIGATIONS

1. The CRITDHE may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The CRITDHE may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable: (a) exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income or revenues together with a grant from the Federal government in aid of such project; (b) exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations; or (c) from its revenues generally. Any such obligations may be additionally secured by a pledge of any revenues of any project or other property of the CRITDHE.
2. Neither the Board of the CRITDHE nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof
3. The notes and other obligations of the CRITDHE shall not be a debt of the Tribes and the obligations shall so state.
4. Obligations of the CRITDHE are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the Tribes. The tax exemption provisions of this Ordinance shall be considered part of the security of the repayment of obligations and shall constitute, by virtue of this Ordinance and without necessity of being restated in the obligations, a contract between (a) the CRITDHE and the Tribes, and (b) the holders of obligation and each of them, including all transferees of the obligations from time to time.
5. Obligations of the CRITDHE shall be issued and sold in the following manner:
 - (a) Obligations of the CRITDHE shall be authorized by a resolution adopted by the vote of a majority of the full Board and may be issued in one or more series.
 - (b) The obligations shall bear such dates, mature at such time, bear such interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.

(c) The obligations may be sold at public or private sale at not less than par.

(d) In any case of the CRITDHE Board whose signatures appear on any obligations cease to be Board members before the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes the same as if the Board member had remained in office until delivery.

6. Obligations of the CRITDHE shall be fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any obligations of the CRITDHE or the security thereof, any such obligation reciting in substance that it has been issued by the CRITDHE to aid in financing a project pursuant to this Ordinance shall be conclusively deemed to have been issued for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located and carried out in accordance with the purposes and provisions of this Ordinance.

7. In connection with the issuance of obligations or incurring of obligations under leases and to secure the payment of such obligations, the CRITDHE, subject to the limitations in this Ordinance, may:

(a) Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence.

(b) Provide for the powers and duties of obligees and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenants or rights securing or relating to the obligation.

(c) Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.

(d) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof

(e) Covenant as to what other or additional debts or obligations may be incurred by it.

(f) Covenant as to the obligations to be issued and as to the issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof.

(g) Provide for the replacement of lost, destroyed or mutilated obligations.

(h) Covenant against extending the time for the payment of its obligations or interest thereon.

(i) Redeem the obligations and covenant for their redemption and provide the terms and

conditions thereof.

(j) Covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.

(k) Create or authorize the creation of special funds for moneys held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the moneys held in such funds.

(l) Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given.

(m) Covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance moneys.

(n) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.

(o) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

(p) Vest in any obligees or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.

(q) Exercise all or any part or combination of the powers granted in this section.

(r) Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.

(s) Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of the CRITDHE, tending to make the obligations more marketable although the covenants, acts, or things are not enumerated in this section.

ARTICLE VII MISCELLANEOUS

1. During his tenure and for one year thereafter, no Board member officer or employee of the CRITDHE, or any member of any governing body of the Tribes, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in

any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he discloses his interest in writing to the CRITDHE and such disclosure is entered upon the minutes of the CRITDHE, and the Board member, officer or employee shall not participate in any action by the CRITDHE relating to the property or contract in which he has any such interest. If any Board member, officer or employee of the CRITDHE involuntarily acquires such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a Board member, officer or employee, the Board member, officer or employee, in any such event, shall immediately disclose his interest in writing to the CRITDHE, and such disclosure shall be entered upon the minutes of the CRITDHE, and the Board member, officer or employee shall not participate in any action taken by the CRITDHE relating to the property or contract in which he has any interest. Any violation of the foregoing provisions of this section shall constitute misconduct in office. This section shall not be applicable to the acquisition of any interest in obligations of the CRITDHE issued in connection with any project, or the execution of agreements by banking institutions for the deposit or handling of funds in connection with a project or to act as trustee under any trust indenture, or to utility services the rates for which are fixed or controlled by a governmental agency, or to membership on the Board as provided in

2. Each project developed or operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.
3. The CRITDHE shall obtain or provide for the obtaining of adequate errors and missions coverage for Board members and corporate officers and fidelity bond coverage of its officers, or employees handling cash or authorized to sign checks or certify vouchers.
4. CRITDHE shall operate as a nonprofit organization.
5. The property of the CRITDHE is declared to be public property used for essential public and governmental purpose and such property and the CRITDHE are exempt from all taxes and special assessments of the Tribes.
6. All property including funds acquired or held by the CRITDHE pursuant to this Ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issued against the same nor shall any judgment against the CRITDHE be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by the CRITDHE on its rents, fees, or revenues or the right of the Federal government to pursue any remedies conferred upon it pursuant to the provisions of this Ordinance or the right of CRITDHE to bring eviction actions in accordance with Article V, Section 3(1).
7. The Colorado River Indian Tribal Court shall have jurisdiction to hear and determine an action for eviction of a tenant or homebuyer. The Tribal Government hereby declares that the powers of said Court shall be vigorously utilized and the Tribal Government will cooperate to the

fullest extent possible to enforce eviction of a tenant or homebuyer for nonpayment or other contract violations.

8. The CRITDHE shall adhere to the Indian hiring preference set forth in the Labor Code of the Colorado River Indian Tribes in all employment, including those involving contractors and subcontractors working on construction projects, for both temporary and permanent job placements.

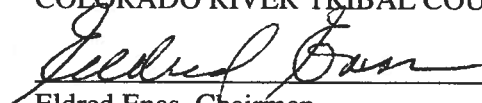
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CERTIFICATION

The foregoing Ordinance was amended on February 14, 2011, duly approved by a vote of 6 for and 0 against, by the Tribal Council of the Colorado River Indian Tribes, pursuant to authority vested in it by Article VI of the Constitution of the Tribes, ratified by the Tribes on March 1, 1975, pursuant to Section 16 of the Act of June 18, 1934 (25 U.S.C. § 476). This amendment to this Ordinance is effective as of the date of its enactment.

COLORADO RIVER INDIAN TRIBES

COLORADO RIVER TRIBAL COUNCIL


Eldred Enas, Chairman


Mervin Scott, Jr., Secretary